

Return recorded document to:  
South Florida Water Management District  
3301 Gun Club Road, MSC \_\_\_\_\_  
West Palm Beach, FL 33406

### **DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, ("Grantor) whose mailing address is \_\_\_\_\_

to \_\_\_\_\_ ("Grantee") with third party enforcement rights to the South Florida Water Management District ("District"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

#### **WITNESSETH**

WHEREAS, the Grantor is the owner of certain lands situated in \_\_\_\_\_ County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct \_\_\_\_\_  
Description of Project  
\_\_\_\_\_ ("Project") at a site in \_\_\_\_\_  
County, which is subject to the regulatory jurisdiction of the District; and

WHEREAS, District Permit No. \_\_\_\_\_ ("Permit") authorizes certain activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor has developed and proposed as part of the Permit conditions a conservation tract and maintenance buffer involving preservation of certain wetland and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes, over the area described as Exhibit "B" ("Conservation Easement") which includes third party enforcement rights for the District.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to the District in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. It is the purpose of this Conservation Easement to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the Conservation Easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements or other activities described herein that are permitted or required by the permit, the following activities are prohibited in or on the Conservation Easement:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

5. Reservation of Riparian Rights. The following rights are specifically reserved to the Grantor, its heirs, successors and assigns:

a. To the extent provided by law, Grantor reserves all riparian rights which are consistent with the purpose of this statutory Conservation Easement. Notwithstanding, the Grantor specifically reserves the right to conduct limiting vegetation removal and clearing for the purpose of constructing boat docks and adjoining boardwalks. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not release the Grantor from the duty of obtaining any necessary District, federal, state or local government permit authorizations or sovereign land approvals for construction of the docks or boardwalks.

b. Plans for the construction of boardwalks to a boat dock shall be reviewed and approved by the District prior to any construction.

c. Since there are navigable waters immediately adjacent to the conservation area, boats and other similar surface uses are permissible within the navigable areas of the conservation area.

6. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

7. Grantee's and District's Liability. Neither Grantee nor the District shall be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

8. Property Taxes. Grantor shall keep the payment of taxes and assessments on the Easement Parcel current and shall not allow any lien on the Easement Parcel superior to this Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantee may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantee for the amount paid by Grantee, together with Grantee's reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event Grantor does not so reimburse the Grantee, the debt owed to Grantee shall constitute a lien against the Easement Parcel which shall automatically relate back to the recording date of this Easement. Grantee may foreclose this lien on the Easement Parcel in the manner provided for mortgages on real property.

9. Third Party Enforcement Rights. The District shall have third party enforcement rights of the terms, provisions and restrictions of this Conservation Easement. Enforcement of the terms, provisions and restrictions shall be at the discretion of the Grantee, or the District, and any forbearance on behalf of the Grantee or the District to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's or District's rights hereunder.

10. Assignment. Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws. No assignment shall be made unless prior written approval is given by the District.

11. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

12. Terms, Conditions, Restrictions, Purpose. The terms, conditions, restrictions and purpose of this Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement. Any future holder of the Grantor's interest in the Property shall be notified in writing by Grantor of this Conservation Easement and the third party enforcement rights of the South Florida Water Management District.

13. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

14. Modifications. Any amendments or modifications to the terms, conditions, restrictions, or purpose of this Conservation Easement, or any release or termination thereof, shall be subject to prior review and written approval by the District. The District shall be provided no less

than 90 days advanced notice in the manner described herein of any such proposed amendment, modification, termination or release. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto and the District or their heirs, assigns or successors-in-interest, which shall be filed in the public records in \_\_\_\_\_ County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; and all mortgages and liens on the Conservation Easement area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to the Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, \_\_\_\_\_ has hereunto set its authorized hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered  
in our presence as witnesses:

\_\_\_\_\_,  
a Florida corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss:

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me to be the person who subscribed to the foregoing instrument, as the (position) \_\_\_\_\_, of (corporation) \_\_\_\_\_, a Florida corporation, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

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Print Name:

My Commission Expires:

## MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, \_\_\_\_\_, the owner and holder of a mortgage dated \_\_\_\_\_, in the original principal amount of \$\_\_\_\_\_, given by \_\_\_\_\_ (Grantor) to \_\_\_\_\_ (Mortgagee), encumbering the real property described on Exhibit "A" attached hereto ("Property"), which is recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, (together with that certain Assignment of Leases and Rents recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_ and those certain UCC-1 Financing Statement(s) recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_), all of the Public Records of \_\_\_\_\_ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by \_\_\_\_\_, in favor of the South Florida Water Management District applicable to the Conservation Easement, as said Conservation Easement may be modified, amended and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES:

\_\_\_\_\_

)

Print Name: \_\_\_\_\_

\_\_\_\_\_(Mortgagee

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ (Mortgagee), \_\_\_\_\_, on behalf of the \_\_\_\_\_. He/She is personally known to me or has produced a \_\_\_\_\_ driver's license as identification.

My Commission Expires:

\_\_\_\_\_

Notary Public

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Print Name



## **EXHIBIT A**

[DESCRIPTION OF PROPERTY]